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offenses. Where, however, as in the principal case, there is a series of acts committed under such similar and peculiar circumstances as to point to the same person as the perpetrator of all, evidence of the accused's connection with the previous acts will be admissible to prove his connection with the act charged. *Parker, C. J.*, in *People v. Molineux*, 168 N. Y. 264, 344, 61 N. E. 286, 313; *Frazer v. State*, 135 Ind. 38, 34 N. E. 817. This would seem clearly so where the evidence is introduced to explain the defendant's own statement, referring to the previous occasions and indicating that he had a similar design in mind. See *Commonwealth v. Choate*, 105 Mass. 451. For this purpose all the testimony of the witness as to what took place on the other occasions when he had watched for the defendant was admissible. But the defendant's statement, "Of course you know I ain't built like other men," was relevant only through the inference to character, and the defendant's disposition to commit the crime charged cannot be shown even by his own admissions. *Rex v. Cole*, 1 Phillips, Evidence (4th Am. Ed.) 181; *People v. Bowen*, 49 Cal. 654; *Lucas v. Commonwealth*, 141 Ky. 281, 287, 132 S. W. 416, 419. But since there was no specific objection to the admission of this statement, it cannot be taken advantage of on appeal. *State v. Stanton*, 118 N. C. 1182, 24 S. E. 536; *Ray v. Camp*, 110 Ga. 818, 36 S. E. 242. See also, 24 HARV. L. REV. 148.

INSURANCE — CONSTRUCTION OF PARTICULAR WORDS AND PHRASES IN STANDARD FORMS — STANDARD MORTGAGE CLAUSE AS PROTECTION AGAINST OWNER'S NEGLIGENCE TO FURNISH PROOF OF LOSS. — A mortgagor took out insurance payable to the mortgagee as his interest might appear. The policy provided that "the insured" should furnish proofs of loss within a certain time, and that no act or neglect of the mortgagor should invalidate the mortgagee's right to recover. The mortgagor failed to furnish proofs of loss within the prescribed time. Held, that the mortgagee's recovery is not barred by this neglect. *Riddell v. Rochester German Ins. Co.*, 89 Atl. 833 (R. I.).

If the mortgagee's right is not protected by a provision in the policy, it will be defeated by any act or neglect which invalidates the mortgagor's contract. *Baldwin v. Phoenix Ins. Co.*, 60 N. H. 164; *Shapiro v. Western Home Ins. Co.*, 51 Minn. 239, 53 N. W. 463. The standard mortgage clause has sometimes been interpreted as making the mortgagee a peculiarly privileged beneficiary of the contract with the mortgagor. See 23 HARV. L. REV. 311. Under this analysis any misconduct of the mortgagor which rendered the contract void in its inception, would prevent any right in the mortgagee from arising. *Hanover Fire Ins. Co. v. Nat. Ex. Bank*, 34 S. W. 333 (Tex. Civ. App.). But the purpose of the clause was to protect the mortgagee against misconduct of the mortgagor at the inception as well as during the existence and after the termination of the risk. See *Syndicate Ins. Co. v. Bohn*, 65 Fed. 165, 176, 177. This result is achieved by the weight of authority, on the theory that the clause creates a separate contract of insurance with the mortgagee. *Magoon v. Fireman's F. Ins. Co.*, 86 Minn. 486, 91 N. W. 5; *Bacot v. Phoenix Ins. Co.*, 96 Miss. 223, 50 So. 729. It would seem further that the mortgagee is not "the insured" within the meaning of the clause, requiring proof of loss in a specified time. The duty would be highly unreasonable if imposed upon one who might not know that there had been a fire until after the expiration of the period set. This, as the principal case holds, is one of the neglects against the effect of which the mortgagee's contract protects him. He should be entitled to recovery on proof of loss in a reasonable time after learning of it. See *Union Institution for Savings v. Phoenix Ins. Co.*, 196 Mass. 230, 235, 81 N. E. 994, 996.

INTERSTATE COMMERCE — CONTROL BY STATES — REGULATION OF INTERSTATE SHIPMENT OF INTOXICATING LIQUORS: WEBB-KENYON ACT. — In a suit